

AGREEMENT FOR ELECTRONIC ONLINE ACCESS TO NORTH DAKOTA CRIMINAL JUSTICE INFORMATION SHARING

1. Purpose of this Agreement

The purpose of this agreement is to set forth the policies and procedures which govern access to information available through the North Dakota Criminal Justice Information Sharing (ND CJIS) program. The Information Technology Department (CJIS), through ND CJIS, provides authorized criminal justice agencies with access to criminal justice-related information, through the ND CJIS web portal application, in accordance with rules established by ND CJIS members. This document implements those rules.

The _____ (“Requesting Entity”) with the ORI of _____ requests access to ND CJIS and agrees to be bound by the policies and procedures governing that access, as set forth in this document. This document is not a contract for ND CJIS service, but rather, demonstrates the agency’s agreement to abide by ND CJIS access rules as set forth below:

2. Definitions

- *Access*: The ability to acquire, view or print any information provided through ND CJIS.
- *Agency or Subscribing Agency*: The government subdivision gaining ND CJIS access as well as all employees of that government subdivision.
- *Data*: Images, text, and other information including, but not limited to, computer code, message headers, and logs.
- *Originating Agency*: An agency which provides data through ND CJIS.
- *Originating Jurisdiction*: The jurisdiction of an agency which provides data through ND CJIS.
- *Requesting Entity*: The agency requesting access to data through ND CJIS.
- *Using Jurisdiction*: The jurisdiction of an agency which has access to ND CJIS data.

3. General Policy

All data acquired from or through ND CJIS shall be treated as criminal history information in accordance with FBI CJIS policy and the policies in place in the originating and using jurisdictions. In a case where these policies are in conflict with each other or with the specific provisions of this document, the more restrictive policy shall apply. These policies include, but are not limited to, those concerning audit, dissemination, logging, security, and use of the system.

4. Specific ND CJIS Policies

- A. All data shall remain the property of the originating agency. Subscribing agencies are granted a single-use license only, and acquire no ownership rights in these data. Data obtained through ND CJIS must not be relied upon without verification. Subscribing agencies assume responsibility for verifying the accuracy of any data acquired through a ND CJIS transaction through independent means. Neither CJIS nor CJIS contractors will provide data verification.
- B. Access to ND CJIS is limited to CJIS-authorized personnel for specific criminal justice-related purposes. Data accessed from or through ND CJIS may be disseminated only in accordance with the policies set forth in this document, and any public dissemination requires the approval of the originating agency. CJIS will not provide such approval in lieu of originating agency approval.
- C. Only those entities which have been assigned a criminal justice agency Originating Agency Identifier (“ORI”) by the Federal Bureau of Investigation may become a subscribing agency.

- D. All users of ND CJIS must have been subject to a favorably-adjudicated, fingerprint-based background check prior to being granted access to ND CJIS. This fingerprint based background check must be renewed every three (3) years.
- E. Registered users who leave an agency or who no longer have a legitimate reason for accessing ND CJIS must be removed from the system by the agency's local ND CJIS point of contact within three business days. Agencies unable to directly remove users shall forward the removal request to the ND CJIS program staff.
- F. Agencies will ensure that no unauthorized access to ND CJIS devices or data, whether live or stored, occurs. Data which are no longer being used by an agency must be destroyed. No agency or user shall build or maintain its own collection or database of ND CJIS data without the prior, written approval of both the originating agency and the CJIS CEO.
- G. Only authorized law enforcement or criminal justice personnel may access ND CJIS. The agency will ensure that ND CJIS usage is strictly limited to the agency's own employees. Any information accessed via ND CJIS is confidential and for the official use of authorized law enforcement personnel only.
- H. Individual users must log on to ND CJIS using their own discreet username and log off when finished with the system. An agency may not allow more than one user to gain access to ND CJIS through a "common" log on.
- I. ND CJIS reserves the right to object to the agency's physical location of ND CJIS points-of-access, as well as security, qualifications and number and type of personnel who will have access to ND CJIS, and to suspend service until such matters are corrected to ND CJIS's satisfaction
- J. The subscribing agency agrees to defend, save, hold harmless, and indemnify CJIS and its members, employees, officers, agents, and all originating agencies from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses (including attorneys' fees and court costs) of any nature whatsoever arising out of the agency's participation in ND CJIS or activities or omissions of the agency, its vendors, contractors, employees, agents, officers, or its parent government.
- K. Nothing in this document is intended to give any signatory, agency, entity or organization expansion of any existing authority. In connection with activities under this document, the agency agrees to comply with all applicable federal, state, and local laws, rules, regulations and procedures.
- L. The agency agrees to the logging of ND CJIS transactions and user access, and understands that log information may be made available to originating agencies and others for authorized purposes. In support of CJIS's audit responsibilities, the subscribing agency agrees to provide CJIS, or parties designated by CJIS, with complete, accurate, and timely information related to ND CJIS access upon request, including information which may be considered confidential.
- M. Upon being provided sufficient notice, the agency agrees to be bound by and, upon request, execute agreements in support of any future ND CJIS policies and procedures instituted by CJIS.
- N. Any costs incurred by the Requesting Entity for on-line access will be the responsibility of the Requesting Entity.
- O. The Requesting Entity is subject to the provisions of access agreements required by agencies outside of ND CJIS and CJIS. These include, but are not limited to, the North Dakota Department of Transportation, the North Dakota Supreme Court, and the North Dakota State Radio Communications. These access agreements must be executed separate from this agreement.

5. Specific North Dakota Criminal History Record Information (CHRI) Policies

- A. The Requesting Entity has requested on-line electronic access to the North Dakota Criminal History Record Information (CHRI) maintained by the Bureau of Criminal Investigation (BCI), North Dakota Attorney General's Office. The parties agree that access to the CHRI database is provided for the official use of the Requesting Entity only. Database criminal history record information, whether in oral or written form, may not be provided by the Requesting Entity to any other entity or person, including the record subject, courts, or other law enforcement agencies, except as might be allowed under state or federal law. Any misuse of the access to the CHRI records or the record information

maintained by the BCI will result in the immediate denial of security access to the CHRI files. **Only the BCI may release Criminal History Record information to non-criminal justice entities.**

- B. The Requesting Entity agrees to comply with the North Dakota Century Code and Administrative Code regarding exchange/dissemination, security, and individual access to CHRI as set forth in North Dakota Century Code Chapter 12-60 and Chapters 10-13-04 through 10-13-07 of the Administrative Code. The requesting entity agrees to comply with all other provisions of federal and state law in connection with the activities contemplated under this agreement.
- C. The Requesting Entity's primary administrator will be trained by the BCI on the provisions of North Dakota Century Code Chapter 12-60 and Administrative Code Chapters 10-13-04 through 10-13-07. It will be the primary administrator's responsibility to ensure that all authorized users are familiar with these provisions. The Requesting Entity's primary administrator will notify the BCI immediately of any known or suspected violations of the provisions of North Dakota Century Code Chapter 12-60 or Administrative Code Chapters 10-13-04 through 10-13-07.

6. Termination

Any agency may terminate its participation in ND CJIS at any time by providing written notice to CJIS. CJIS may terminate any agency or user access at any time for cause. Termination of agency or user access shall not negate any agency or user obligation to treat data previously acquired from or through ND CJIS as described in this document.

7. Sanctions

Users and/or agencies which fail to conduct themselves in accordance with these policies and procedures are subject to: disconnect, with or without notice; ineligibility for ND CJIS or other services; administrative, civil, and/or criminal prosecution; and other appropriate sanctions.

8. Notice

Notice under this agreement will be sufficient if provided by the agency to CJIS at: 600 E Boulevard, Dept 112, Bismarck, North Dakota 58505-0100, or by CJIS to the agency's administrative contact as indicated in its ND CJIS Service Registration.

Agreed to this _____ day of _____, _____

Signature - Requesting Entity

Printed Name

Title

Agency Name and Address – Requesting Entity
